

**MEMORANDUM OF UNDERSTANDING FOR
COLLABORATION
BETWEEN**

Sidho-Kanho-Birsha University

AND

The WB National University of Juridical Sciences (WBNUJS),

This Memorandum of Understanding is made and entered into on this day of 3rd December 2022, between Sidho Kanho Birsha University and The WB National University of Juridical Sciences (WBNUJS), Salt lake.

Preamble

Sidho-Kanho-Birsha University, Purulia, a state aided University established under the West Bengal Act, located at Sidho-Kanho-Birsha University, Sainik School, Purulia, P O Purulia, West Bengal, India Pin- 723104. The University started its voyage on 6th July, 2010 - the day assent of the Governor was first published in the Kolkata Gazette. Slated to be situated in Purulia, the western-most district of Bengal, this University is the culmination of a long-cherished dream of the people of Purulia, who had for years nurtured an innate desire to have their own center of excellence, styled and moulded in tune with its geographical location and demographic set up. With a view to promote the advancement and dissemination of knowledge in various branches of learning, SKB University will foster and promote higher education with special emphasis on the study of indigenous languages as well as culture and rural development.

And

The WB National University of Juridical Sciences (WBNUJS), is a reputed institution of higher learning situated at Kolkata, India, 700106.

The West Bengal National University of Juridical Sciences was established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal Legislature in July, 1999. The University was notified under Clause (f) of Section 2 of the UGC Act, 1956 in August 2004 and has been granted permanent affiliation by the Bar Council of India in July 2005. NUJS is considered one of the best amongst the elite national law schools in India built on the five-year law degree model proposed and implemented by the Bar Council of India. The university offers a five-year integrated B.A./BSc. LLB (Hons.) degree programme at the undergraduate level and a Master of Laws (LLM) programme at the postgraduate level. Admission to the former programme is through the Common Law Admission Test, a highly competitive, nationwide common entrance examination, held jointly by fourteen of the seventeen national law schools. NUJS also offers MPhil, PhD and diploma in business laws and other programs.

WHEREAS, Sidho-Kanho-Birsha University and WBNUJS have discussed the matter and have agreed for collaboration by this Memorandum of Understanding to organize joint collaborative research, joint academic program, faculty support for various courses etc.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS:**

1. Objectives

To contribute knowledge and literature in multi-dimensional areas of subjects having connection with law and justice and identify areas of studies and research collaboration in the area of law and legal system as part of National Education Policy (NEP).

MOU Between SKBU & WBNUJS

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2. Collaboration:

The primary objective of this collaboration is to promote interaction and collaboration between faculty, staff and students of the two institutions through visits and educational training programmes and to carry out following schemes

- 1) Establishment of GI Hub for promoting and nurturing indigenous knowledge
- 2) Formation of IP Center jointly to accelerate IP practices in the University
- 3) Certificate/ Diploma courses relating to Law, Science & Technology.
- 4) Joint policy interaction and creation for suggestion to Govt.
- 5) Joint academic and research programmes.
- 6) Joint short-term programme on IPR & Innovation.
- 7) Joint courses on IP management & Technology Transfer for Teachers.
- 8) Joint master's and Ph.D. courses on Law & Technology.
- 9) Joint Legal awareness Programme.

on a reciprocal basis. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

3. Administration

These activities are to be carried out after mutual consultation between the two parties or the divisions concerned thereof. All financial arrangements to pursue any of the above activities are to be negotiated for each specific cases.

4. Infrastructure Support

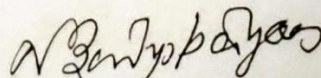
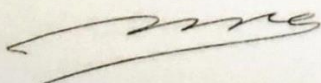
That any of the parties after due consultation and without adversely affecting the working of the other party, may decide to organize or conduct a particular training programme or short courses or a part thereof or a specific academic module or apart thereof or organize and conduct a seminar or a workshop in the campus of the other party and in case such programme or seminar or workshop is so held, the concerned party will render all the possible its infrastructure facilities including class-rooms, lecture/seminar Halls, Hostels, or Guest House accommodation etc. as if such programme were conducted by the party for its own participants or target groups.

5. Mutual Service

That for such assignment of work to be undertaken by the parties hereto under this MOU, the extent of services by each party and fee for services to be rendered, if any, and the terms of payment shall be negotiated and be agreed upon by mutual consent.

6. Non- Discrimination

Sidho-Kanho-Birsha University and WBNUJS agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.



7. Code of Conduct

Visiting student and faculty will abide by the codes of conduct of the host Institution.

8. Intellectual Property

Each institution will adhere to the intellectual law of India. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received. The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

9. Financing

Both institutes will consider tuition fee waivers to the participating students. The student will make their own arrangements for local living including accommodation, food, insurance etc. All travel costs shall be borne by the host institution for any academic programme visit. Additional support, if any, will be governed by separate agreements that may be drawn up for specific activities. There will be no financial liability of either of the party in implementing the MOU. However fees may be charged in short-term or other academic programme on agreement of both the parties.

10. Legal Status

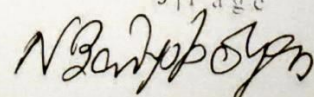
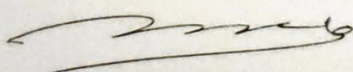
This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

11. Validity and Termination

This MoU is valid for an initial period of five years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent. This agreement may be terminated:

- a. on either party giving the other party 3 months' prior written notice;
- b. on written notice by one of the Parties if the other Party has committed a breach of this MoU.

However, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.




12. Nothing in this MoU shall be construed to make either party a partner or agent or legal representative of the other for any purpose.

13. The relationship of the parties under this MoU shall be non exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

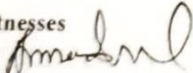
14. Coordination Team

Key Personnel Name from Sidho-Kanho-Birsha University	Key Personnel Name from WBNUJS, Kolkata
Dr Amitava Mondal, Head (In Charge) Department of Law, SKB University Principal Coordinator Email: amitava-mondal@skbu.ac.in Mob: 9002273117	Dr. Pinaki Ghosh, DPIIT IPR Chair Principal Coordinator Email: iprchair@nujs.edu Mob: 9967098646
Gurudas Mondal, Training & Placement Officer Coordinator Email: tpcskbu@gmail.com Mob: 9832720001	Dr. Jayanta Ghosh, Head & Research Fellow, CRSGPP, WBNUJS Coordinator Email: jayanta.crsbpp@nujs.edu Mob: 7584951170

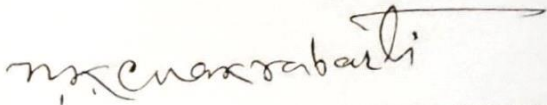
IN WITNESS WHEREOF the parties of both the parts have set their respective hands on the day month and year first above written:


SIGNED AND DELIVERED BY
Registrar
Sidho-Kanho-Birsha University
Signature with Seal Purulia-723101


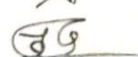
Name: Dr. Nachiketa Bandyopadhyay
Designation: Registrar
Email: registrar@skbu.ac.in


Witnesses
1.. 

2..


PROF. (DR.) NIRMAL KANTI CHAKRABARTI
VICE CHANCELLOR
WEST BENGAL NATIONAL UNIVERSITY OF JURIDICAL SCIENCES
"DR. AMBEDKAR BHABAN"
12 LB BLOCK, SECTOR - III, SALT LAKE CITY, KOLKATA - 700108
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Prof. (Dr.) N K Chakrabarti
Vice-Chancellor
Email: vc@nujs.edu

Witnesses
1.. 
2.. 


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